# Case 24-13013-ancard of 17-13 File 01/30/25 Bentered 01/30/25 16:28:20 Desc

# RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

<b>D</b> 000					
<b>EXHIBIT</b>					
Α					

Buyer Name and Address (Including County and Zip Code) JOSEPH C CANN 1453 N 56TH STREET PHILADELPHIA, PA PHILADELPHIA, 19131				ER 423	Co-Buyer Name and Address (Including County and Zip Code) ERIC WRIGHT 4237 W WARMINSTER AVE PHILADELPHIA, PA PHILADELPHIA, 19104				Seller-Creditor (Name and Address) SPRINGFIELD MITS STAR 313 BALTIMORE PIKE SPRINGFIELD, PA 19064				
Cell: Email:					Cell:								
credit under	the agre Charge	eements in e e in U.S. fur	this cont nds acco	tract. You ago ording to the	ree to pay the sepayment sche	Seller - C	reditor (sometimes "	'we" or '	contract, you choose to buy the vehicle on 'us" in this contract) the Amount Financed nce charge on a daily basis. The Truth-In-				
New/Used	New/Used Year Make and Model			lodel	Mfg Gross Vehi- cular Weight Vehicle Identification Numl			her	Primary Use For Which Purchased				
	2023				N/A	JA4ARUAU1PU013971			Personal, family, or household unless otherwise indicated below business				
		FEDERAL	TRUTI	H-IN-I FND	ING DISCLO	SURES		OPT	IONAL GAP CONTRACT. A gap contract				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.		FINANC CHARG The dolla amount to credit work cost you	RGE ollar The amount credit provide to you or on your behaviors.		t Tota d Payn t of The am led will have you have alf. payme	nents ount you paid after made all ents as duled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$1,000.00 is	(debi credi belov choo in Ite See cond	(debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed See your gap contract for details on the terms and conditions it provides. It is a part of this contract.  Term				
Your Payn		т		<del>*</del>	1 +	_ (	) means an estimate		US WARRANTY				
Number of Payments	Pa	mount of ayments			Payments e Due		>	I war	Name of Gap Contract  In to buy a gap contract.  Signs X  Signs X				
72 One Final Payment Of	\$ 662.8 \$ N/A	89	On N//	Δ	Mont	nly beginni	ng 10/20/2023	NO	TICE: ANY HOLDER OF THIS				
N/A SUBJECT TO ALL CLAIMS AN DEFENSES WHICH THE DEBTO COULD ASSERT AGAINST TH							BJECT TO ALL CLAIMS AND FENSES WHICH THE DEBTOR ULD ASSERT AGAINST THE						
Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late. Otherwise, the prepayment. If you pay early, you will not have to pay a penalty.  Security Interest. You are giving a security interest in the vehicle being purchased.  Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.													
Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.													
If you do not meet your contract obligations, you may lose the vehicle.													
Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.													
Buver Signs X	gosepha	mgi				Biver Signs X John Co-Biver Signs X							

Vehicle  Vehicle  Accessories and Installation  Government Taxes  Vehicle Delivery  to DEALER  for DOCLIMENTATION FEE  \$ 422.00  N/A  \$ N/A  to NA  for NA  \$ N/A  to NA	IT	EMIZATION OF AMOUNT FINANCED (Seller may keep part of the allowed by the selection of the allowed by the selection of the sel	unts paid	to others tered	70.	Insurance. You may buy the physical damage insurance
Vehicle   Veh	1	Cash Price EXTIIDIT				this contract requires from anyone you choose who is
Accessorate and Inecalization Covenment Tissues Vehicle Delivory Vehicle D		Vehicle	\$3	30,215.00		insurance through an existing policy owned or controlled by
Substitution of the property		Accessories and Installation	\$	N/A		you that is acceptable to us. You are not required to buy any
Verbic Delivery  b) SEATE  bo TINET EF  b) STATE  bo MASSEAGER FEF  S, 5,00  b) STATE  bo MASSEAGER FEF  S, 5,00  b) NA  c) NA		Government Taxes	\$	2,417.20		
Desire   Part		Vehicle Delivery	\$	N/A		certificates from the named insurance companies will
bis STATE		•	\$			
bu S.M.			Φ			Check the insurance you want and sign below:
5 N/A   5 N			φ			
Do NA			<b>ф</b>			☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
Description   Control   Compared   Control			\$			
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b NA			\$			Credit Disability \$ N/A
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Trade-In   N/A   Gross Trade-In Allowance   Virillo   S   N/A   S   N/A		(Year) (Make) (Model)				
Cross Trade-in Allowance		Trade-In N/A				required to obtain credit. Your decision to buy or not buy
Less Pay Off Made By Seller to N/A   Equals Net Trade in   S		(VIN)	¢	N/A		credit life insurance and credit disability insurance will not be
Equals Net Tade in \$ 1,000.00   N/A			φ			provided unless you sign and agree to pay the extra cost. If
+ Cash N/A + Other N/M  3 Unpaid Balance of Cash Price (1 minus 2)  3 Unpaid Balance of Cash Price (1 minus 2)  4 Other Charges Including Amounts Paid to Others on Your Behalf A Cost of Optional Credit Insurance Paid to Insurance Company or Companies Life Term N/M B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/M   Describitive N/M   Describe N			<b>D</b>	•	6	you choose this insurance, the cost is shown in Item 4A of
+ Other NMA (If total downpayment is negative, enter "0" and see 4H below) 3 Unpaid Balance of Cash Price (1 minus 2) 4 Other Charges Including Amounts Paid to Others on Your Behalf A Cost of Optional Credit Insurance Paid to Insurance Company or Companies Life Iram N/A S N/A Disability Term N/A S N/A  B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A Term N/A S N/A  B Other Optional Insurance Paid to Insurance Company or Companies (Describe) N/A Term N/A S N/A  C Official Fes Plad to Government Agencies to STATE for ILEN FEE S 33.00 S Optional Gap Contract S 999.00 S Optional Gap Contract S 999.00 S N/A S N/		•	\$			
+ Other IVIA - Other Others in repaired in the number of payments rise policies on found and a stable of the surface of payments rise policies on found and the policy of th			\$			pays the unpaid part of the Amount Financed if you die. This insurance have only the amount you would owe if you haid
+ Other N/A + Other N/A (If total downpayment is negative, enter "0" and see 4H below) 3 Unpaid Balance of Cash Price (I minus 2) 4 Other Charges including Amounts Paid to Others on Your Behalf A Cost of Optional Credit insurance Paid to Insurance Company or Companies Life Information Farm N/A   N/A   S N/A     Disability   Term N/A   S N/A			\$		1	all your payments on time. Credit disability insurance pays
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to N/A for N/A to N/A for N/A  Total Other Charges and Amounts Paid to Others on Your Behalf  Amount Financed (3 + 4)  Finance Charge  Total of Payments-Time Balance (5 + 6)  Total of Payments-Time Balance (5 + 6)  Supart Signature  Supart N/A  Supart Signature  N/A  Supart Signature  N/A  Supart Signature  Date  THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE		to N/A for N/A	\$	•		unless you sign and agree to pay the extra cost.
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5 Amount Financed (3 + 4)  6 Finance Charge  7 Total of Payments-Time Balance (5 + 6)  \$\frac{33,231.20}{47,728.08} \text{(5)}{(7)} \\ \$\frac{47,728.08}{47,728.08} \text{(7)}{(7)} \\ \$\frac{47,728.08}{8000000000000000000000000000000000	١.		\$			
7 Total of Payments-Time Balance (5 + 6) \$ 47,728.08 (7)   INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE		,	\$			
7 Total of Payments-Time Balance (5 + 6) \$ 47,720.00 (7)   BODILY INJURY OR PROPERTY DAMAGE		•	\$	14,4/6.88 (6)		LINSURANCE ON YOUR LIABILITY FOR
CAUSED TO OTHERS.	7	Total of Payments-Time Balance (5 + 6)	\$	47,728.08 (7)		BODILY INJURY OR PROPERTY DAMAGE
					_	CAUSED TO OTHERS.

#### 1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

#### 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, to the extent permitted by law you agree to repay the amount when we ask for it.

#### c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

#### d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our entire interest in the vehicle as well as yours. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will buy insurance that covers your interest and our interest in the vehicle. We will tell you the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our

- option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

#### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. The term "heavy commercial motor vehicle" means any new or used motor vehicle, excluding a recreational vehicle, which is (i) a truck or truck tractor having a manufacturer's gross vehicular weight of thirteen thousand (13,000) pounds or more, or (ii) a semitrailer or trailer designed for use in combination with a truck or truck tractor. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
  - If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. If you default and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs as the law permits. You will also pay any attorney's fees and court costs a court awards us.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts lawfully due under the contract (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem.

If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstate). We will tell you if you may reinstate and how much to pay if you may.

If you are in default for more than 15 days when we take the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.

We whi จะคะเล่าเลือน สารูสเตอ not get 1 75 เป็น ประชาชา Entered 01/30/25 16:28:20 Desc not redeem, or, at our option, reinstate, we will be Page 4sefficing and collection contacts vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle. holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement: You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).

#### **WARRANTIES SELLER DISCLAIMS**

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties merchantability or of fitness for a particular purpose.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

#### RIGHT TO RECEIVE STATEMENT OF ACCOUNT

Upon your request, we will provide you a statement of account that shows information about your payment history including any charges and credits to your account. It will also show amounts that are due at the time of your request and information regarding future payments. We will provide you one statement of account at no cost. We may charge you our reasonable costs for any additional statements requested, as the law allows. Your right to receive a statement of account ends one year after termination of the contract.

#### **ADDITIONAL RIGHTS**

If you encounter a problem, you may have additional rights under the Unfair Trade Practices and Consumer Protection Law, which is enforced by the Pennsylvania Office of Attorney General, Bureau of Consumer Protection.

#### **APPLICABLE LAW**

Federal law and the law of the state of Pennsylvania apply to this contract.

#### **NEGATIVE CREDIT REPORT NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

Case 24-13013-amc Doc 17-1 Filed 01/30/25 Entered 01/30/25 16:28:20 Desc

PLEASE REVIEW - MIPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (<a href="https://www.namadr.com">www.namadr.com</a>) or National Arbitration and Mediation (<a href="https://www.namadr.com">www.namadr.com</a>) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

reason with respect to a claim or dispute in which class allegat	tions have been made, the rest of th	is Arbitration Provision sr	iali also de unentoro	ceable.				
<b>OPTION:</b> ☐ You pay no finance charge if the Amount Finance	d, item 5, is paid in full on or before	N/A	, YearN/A	. SELLER'S INITIALS N/A				
HOW THIS CONTRACT CAN BE CHANGED. This contract cont and we must sign it. No oral changes are binding. Buyer S If any part of this contract is not valid, all other parts stay valid. may extend the time for making some payments without extendin You authorize us to obtain information about you, or the vehicle years the rest of this contract for other important agreements.	Signs X John Comp.  We may delay or refrain from enforming the time for making others.  Ou are buying, from the state motor visiting the state mot	Co-Buyer cing any of our rights under	Signs X er this contract without	out losing them. For example, we				
The Annual Percentage Rate may be and retain its right to receive a part			eller may as	sign this contract				
NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT YOU SIGN. KEEP IT TO PROCONTRACT IS SUBJECT TO ALL CLAIMS OF GOODS OR SERVICES OBTAINED HEREUNDER BY THE BUYER SHALL NOT Buyer Signs X	TÉCT YOUR LEGAL RIC AND DEFENSES WHICH PURSUANT HERETO	HTS. ANY HOLE THE BUYER COU OR WITH THE I D BY THE BUYER	DER OF THIS LD ASSERT A PROCEEDS IN HEREUNDER	CONSUMER CREDIT AGAINST THE SELLER HEREOF. RECOVERY				
You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.								
Buyer Signs X Joseph Com J.	Date September 05, 2023 Co-Buye	er Signs X	<u> </u>	Date September 05, 2023				
Buyer Printed Name JOSEPH C CANN	Co-Buye	er Printed Name <u>ERI</u>	C WRIGHT					
If the "business" use box is checked in "Primary Use for Which Puro			Title <u>N/A</u>					
Co-Buyers and Other Owners — A co-buyer is a person who is resp		·	ose name is on the tit	le to the vehicle but does not have				
to pay the debt. The other owner agrees to the security interest in the	he vehicle given to us in this contract.							
Other owner signs here X N/A	Address	Ŋ/A						
Seller signs SPRINGFIELD MITS STAR	Address _ DateSeptember 05, 2023By X	mille		Title Finance Manager				
Seller assigns its interest in this contract to JP MORGAN CHA	SE BANK, NA	(Assignee) un	der the terms of Selle	er's agreement(s) with Assignee.				
☐ Assigned with recourse Seller SPRINGFIELD MITS STAR	X Assigned without recou	ırse	☐ As	ssigned with limited recourse				
By X Softer			Title Finance N	/lanager				

PO Box 182055 Columbus, OH 43218-2055 We accept operator relay calls

JOSEPH C CANN JR 1453 N 56TH ST PHILADELPHIA PA 19131-3905

November 13, 2023

**Account Number:** Ending in 3712

Vehicle:2023 MITSUB OUTLANDERVIN:JA4ARUAU1PU013971

Update: We reduced the interest rate on your account

Dear JOSEPH C CANN JR:

Thank you for being our customer. We lowered your interest rate to 11.9500000%. We applied this rate back to the original date of your loan.

If you make automatic payments using chase.com or another bill pay provider, update your scheduled payment to reflect the new amount of \$652.42. Your next payment is due on 11/20/2023.

You can see your payment amount and interest rate now on chase.com. Your payment and principal balance will be on your next statement.

If you have questions, please call us at 1-800-223-5050.

Sincerely,

Chase Auto Finance

Esta carta contiene información importante de la cuenta. Si tiene alguna pregunta, por favor llame al 1-800-223-5050. PO Box 182055 Columbus, OH 43218-2055 We accept operator relay calls

ERIC WRIGHT 4237 W WARMINSTER AV PHILADELPHIA PA 19104

November 13, 2023

**Account Number:** Ending in 3712

Vehicle:2023 MITSUB OUTLANDERVIN:JA4ARUAU1PU013971

Update: We reduced the interest rate on your account

Dear ERIC WRIGHT:

Thank you for being our customer. We lowered your interest rate to 11.9500000%. We applied this rate back to the original date of your loan.

If you make automatic payments using chase.com or another bill pay provider, update your scheduled payment to reflect the new amount of \$652.42. Your next payment is due on 11/20/2023.

You can see your payment amount and interest rate now on chase.com. Your payment and principal balance will be on your next statement.

If you have questions, please call us at 1-800-223-5050.

Sincerely,

Chase Auto Finance

Esta carta contiene información importante de la cuenta. Si tiene alguna pregunta, por favor llame al 1-800-223-5050.

Collateral Management Services 9750 Goethe Road | Sacramento, CA 95827 www.dealertrack.com







### **Lien and Title Information**

#### Lienholder

**ELT Lien ID** Lienholder

JP MORGAN CHASE BANK NA 700 KANSAS LANE, LA4-4041

MONROE, LA 71203

Lien Release Date

Lienholder Address

### **Vehicle and Titling Information**

VIN JA4ARUAU1PU013971

**Title Number** 86379042 **Title State** PΑ Year 2023 Make MITS

Model

Owner 1 CANN JR, JOSEPH C Owner 2 **ERIC WRIGHT Owner Address** 1453 N 56TH ST

PHILADELPHIA, PA 19131

Issuance Date 9/19/2023 **Received Date** 9/19/2023 **ELT/Paper ELECTRONIC** 

**Odometer Reading** 

**Branding** 

Printed: Thursday, January 16, 2025 1:58:32 AM PST

J.D. POWER 1/16/2025

### J.D. POWER Used Cars/Trucks

**EXHIBIT** 

## **Vehicle Information**

Vehicle: 2023 Mitsubishi Outlander Sport Utility

4D SE AWD 2.0L 14

Region: Eastern

Period: January 16, 2025

VIN: JA4ARUAU1PU013971

Mileage: 32,500

Base MSRP: \$27,245

Typically Equipped MSRP: \$28,690

**Weight:** 3,263

# J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	<b>Adjusted Value</b>
Monthly Used				
Rough Trade-In	\$15,900	N/A	N/A	\$15,900
Average Trade-In	\$17,125	N/A	N/A	\$17,125
Clean Trade-In	\$18,100	N/A	N/A	\$18,100
Clean Loan	\$16,300	N/A	N/A	\$16,300
Clean Retail	\$21,125	N/A	N/A	\$21,125
Calcated Outland				

Selected Options Trade-In/Loan Retail

Aluminum/Alloy Wheels w/body w/body